

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |   |                       |                                     |
|---|---|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>                  |
| AMI Celebrity Publications, LLC   |   | 10/30/2013            | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                     |
| <b>Name:</b>  | Wilmington Trust, National Association      |                       |                                     |
| <b>Street Address:</b>  | 50 S. Sixth Street                          |                       |                                     |
| <b>Internal Address:</b>  | Suite 1290                                  |                       |                                     |
| <b>City:</b>  | Minneapolis                                 |                       |                                     |
| <b>State/Country:</b>   | MINNESOTA                                   |                       |                                     |
| <b>Postal Code:</b>   | 55402-1544                                  |                       |                                     |
| <b>Entity Type:</b>   | National Association: UNITED STATES         |                       |                                     |
| <b>PROPERTY NUMBERS Total: 2</b>  |   |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                                     |
| <b>Serial Number:</b>   | 73637033                                    | SOAP OPERA DIGEST     |                                     |
| <b>Serial Number:</b>   | 75270729                                    | SOAP OPERA WEEKLY     |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                     |
| <b>Fax Number:</b>  | 2028874288                                  |                       |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |                       |                                     |
| <b>Phone:</b>   | 202-887-4103                                |                       |                                     |
| <b>Email:</b>   | lgeyer@akingump.com                         |                       |                                     |
| <b>Correspondent Name:</b>  | Laura Geyer                                 |                       |                                     |
| <b>Address Line 1:</b>  | 1333 New Hampshire Ave., NW                 |                       |                                     |
| <b>Address Line 4:</b>  | Washington, DISTRICT OF COLUMBIA 20036-1564 |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 688913.0001                                 |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Laura Talley Geyer                          |                       |                                     |

CH \$65.00 73637033

|   |                      |
|---|----------------------|
| Signature:  | /Laura Talley Geyer/ |
| Date:   | 11/07/2013           |
| <b>Total Attachments: 8</b><br>source=Trademark Security Agreement (Second Lien PIK)#page1.tif<br>source=Trademark Security Agreement (Second Lien PIK)#page2.tif<br>source=Trademark Security Agreement (Second Lien PIK)#page3.tif<br>source=Trademark Security Agreement (Second Lien PIK)#page4.tif<br>source=Trademark Security Agreement (Second Lien PIK)#page5.tif<br>source=Trademark Security Agreement (Second Lien PIK)#page6.tif<br>source=Trademark Security Agreement (Second Lien PIK)#page7.tif<br>source=Trademark Security Agreement (Second Lien PIK)#page8.tif |                      |

**Trademark Security Agreement**

**Trademark Security Agreement** dated as of October 30, 2013, by AMERICAN MEDIA, INC., AMI CELEBRITY PUBLICATIONS, LLC, ODYSSEY MAGAZINE PUBLISHING GROUP, INC., and WEIDER PUBLICATIONS, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of Wilmington Trust, National Association, in its capacity as the collateral agent (in such capacity, the “Collateral Agent”) under the Indenture, dated as of October 2, 2013, among American Media, Inc. and the Collateral Agent (the “Indenture”) relating to the 10% Second Lien Senior Secured PIK Notes due June 15, 2018.

WITNESSETH:

WHEREAS, the Pledgors are party to a Collateral Agreement, dated October 2, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent for the benefit of the secured parties identified therein pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.13 thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the applicable Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE JUNIOR LIEN INTERCREDITOR AGREEMENT DATED AS OF DECEMBER 22, 2010 (AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG AMERICAN MEDIA, INC., THE GRANTORS PARTY THERETO, JPMORGAN CHASE BANK, N.A., AS AGENT AND REVOLVING CREDIT COLLATERAL AGENT, WILMINGTON TRUST, NATIONAL ASSOCIATION (AS SUCCESSOR BY MERGER TO WILMINGTON TRUST FSB), AS FIRST LIEN TRUSTEE AND FIRST LIEN COLLATERAL AGENT, WILMINGTON TRUST, NATIONAL ASSOCIATION (AS SUCCESSOR BY MERGER TO WILMINGTON TRUST FSB), AS SECOND LIEN TRUSTEE AND SECOND LIEN COLLATERAL AGENT, AND EACH ADDITIONAL COLLATERAL AGENT FROM TIME TO TIME PARTY THERETO.

[signature page follows]

AMERICAN MEDIA, INC.  
AMI CELEBRITY PUBLICATIONS, LLC  
ODYSSEY MAGAZINE PUBLISHING  
GROUP, INC.  
WEIDER PUBLICATIONS, LLC

By:   
Name: Christopher V. Polimeni  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Collateral Agent

By: Jane Schweiger  
Name: **Jane Schweiger**  
Title: **Vice President**

SCHEDULE I

Registered Trademarks:

| Registered Trademark                                     | Application Number | Registration Number | Country | File Date   | Registration Date | Int'l Class | Owner                    |
|--|--------------------|---------------------|---------|-------------|-------------------|-------------|--------------------------|
| BLUE DOT   | 77598644           | 3714196             | USA     | 23-Oct-2008 | 24-Nov-2009       | 16          | American Media, Inc.     |
| COUNTRY WEEKLY   | 75701053           | 2372499             | USA     | 07-May-1999 | 01-Aug-2000       | 16          | American Media, Inc.     |
| COUNTRY WEEKLY   | 75116052           | 2489717             | USA     | 07-Jun-1996 | 18-Sep-2001       | 42          | American Media, Inc.     |
| DESIGN (OF A STAR WITHIN A DARK SQUARE)                  | 73217522           | 1230662             | USA     | 29-May-1979 | 08-Mar-1983       | 16          | American Media, Inc.     |
| FIT PREGNANCY  | 74620491           | 1994180             | USA     | 12-Jan-1995 | 13-Aug-1996       | 16          | Weider Publications, LLC |
| FIT PREGNANCY  | 75230627           | 2188470             | USA     | 24-Jan-1997 | 08-Sep-1998       | 42          | Weider Publications, LLC |
| FIT PREGNANCY  | 85236831           | 4025718             | USA     | 08-Feb-2011 | 13-Sep-2011       | 16          | Weider Publications, LLC |
| FLEX   | 73473476           | 1340659             | USA     | 02-Apr-1984 | 11-Jun-1985       | 16          | Weider Publications, LLC |
| FLEX   | 75231063           | 2186743             | USA     | 24-Jan-1997 | 01-Sep-1998       | 42          | Weider Publications, LLC |
| GLOBE  | 74060376           | 1639082             | USA     | 12-Mar-1990 | 26-Mar-1991       | 16          | American Media, Inc.     |
| GLOBE  | 78405037           | 2997451             | USA     | 20-Apr-2004 | 20-Sep-2005       | 41          | American Media, Inc.     |
| H.U.G.E. HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM | 75492541           | 2433879             | USA     | 23-May-1998 | 06-Mar-2001       | 16          | Weider Publications, LLC |
| HARDGAINER'S ULTIMATE GROWTH ENHANCEMENT SYSTEM          | 75209144           | 2285899             | USA     | 06-Dec-1996 | 12-Oct-1999       | 16          | Weider Publications, LLC |
| HERS   | 75827278           | 2472316             | USA     | 21-Oct-1999 | 24-Jul-2001       | 16          | Weider Publications, LLC |

*Signature Page to Trademark Security Agreement (Second Lien PIK)*

| Registered Trademark               | Application Number | Registration Number | Country | File Date   | Registration Date | Int'l Class | Owner                    |
|------------------------------------|--------------------|---------------------|---------|-------------|-------------------|-------------|--------------------------|
| INTERNATIONAL ASTROLOGICAL SOCIETY | 74731935           | 2013496             | USA     | 18-Sep-1995 | 05-Nov-1996       | 16          | American Media, Inc.     |
| MEN'S FITNESS                      | 74664965           | 1956592             | USA     | 24-Apr-1995 | 13-Feb-1996       | 16          | Weider Publications, LLC |
| MEN'S FITNESS                      | 73679354           | 1519426             | USA     | 19-Aug-1987 | 03-Jan-1989       | 16          | Weider Publications, LLC |
| MEN'S FITNESS                      | 75230631           | 2197109             | USA     | 24-Jan-1997 | 20-Oct-1998       | 42          | Weider Publications, LLC |
| MEN'S FITNESS' FITTEST CITIES      | 78240004           | 3450738             | USA     | 21-Apr-2003 | 17-Jun-2008       | 41          | Weider Publications, LLC |
| MINI MAG                           | 74730349           | 2042896             | USA     | 18-Sep-1995 | 11-Mar-1997       | 16          | American Media, Inc.     |
| MM MICRO MAGS                      | 75169313           | 2241439             | USA     | 20-Sep-1996 | 27-Apr-1999       | 16          | American Media, Inc.     |
| MUSCLE & FITNESS                   | 76379152           | 2692744             | USA     | 22-Feb-2002 | 04-Mar-2003       | 16          | Weider Publications, LLC |
| MUSCLE & FITNESS                   | 75231064           | 2254062             | USA     | 24-Jan-1997 | 15-Jun-1999       | 42          | Weider Publications, LLC |
| MUSCLE & FITNESS                   | 76461984           | 2775097             | USA     | 28-Oct-2002 | 21-Oct-2003       | 35          | Weider Publications, LLC |
| MUSCLE & FITNESS                   | 76381533           | 2856392             | USA     | 01-Mar-2002 | 22-Jun-2004       | 41          | Weider Publications, LLC |
| MUSCLE & FITNESS                   | 76379510           | 2842210             | USA     | 22-Feb-2002 | 18-May-2004       | 41          | Weider Publications, LLC |
| MUSCLE & FITNESS                   | 76379150           | 3009086             | USA     | 22-Feb-2002 | 25-Oct-2005       | 9, 16       | Weider Publications, LLC |
| MUSCLE & FITNESS (Stylized)        | 76379509           | 2686042             | USA     | 22-Feb-2002 | 11-Feb-2003       | 16          | Weider Publications, LLC |
| MUSCLE & FITNESS (Stylized)        | 76379508           | 2842209             | USA     | 22-Feb-2002 | 18-May-2004       | 41          | Weider Publications, LLC |
| MUSCLE & FITNESS HERS              | 76379154           | 2708922             | USA     | 22-Feb-2002 | 22-Apr-2003       | 16          | Weider Publications, LLC |
| MUSCLE & FITNESS HERS              | 76379156           | 2842208             | USA     | 22-Feb-2002 | 18-May-2004       | 41          | Weider Publications, LLC |



| Registered Trademark               | Application Number | Registration Number | Country | File Date   | Registration Date | Int'l Class | Owner                                   |
|------------------------------------|--------------------|---------------------|---------|-------------|-------------------|-------------|---|
| NATIONAL ENQUIRER                  | 72128501           | 736824              | USA     | 25-Sep-1961 | 28-Aug-1962       | 16          | American Media, Inc.                    |
| NATIONAL ENQUIRER                  | 75116089           | 2373131             | USA     | 07-Jun-1996 | 01-Aug-2000       | 42          | American Media, Inc.                    |
| NATIONAL EXAmerican Media, Inc.NER | 78097907           | 2625275             | USA     | 12-Dec-2001 | 24-Sep-2002       | 16          | American Media, Inc.                    |
| NATURAL HEALTH                     | 75424593           | 2259027             | USA     | 28-Jan-1998 | 06-Jul-1999       | 16          | Weider Publications, LLC                |
| NATURAL HEALTH                     | 85124074           | 4020540             | USA     | 07-Sep-2010 | 30-Aug-2011       | 16          | Weider Publications, LLC                |
| OK! (design)                       | 74378223           | 1901212             | USA     | 12-Apr-1993 | 20-Jun-1985       | 16          | Odyssey Magazine Publishing Group, Inc. |
| OK! (design)                       | 78860879           | 3244356             | USA     | 13-Apr-2006 | 22-May-2007       | 16          | Odyssey Magazine Publishing Group, Inc. |
| OK! (design)                       | 78861030           | 3815852             | USA     | 13-Apr-2006 | 06-Jul-2010       | 9, 41       | Odyssey Magazine Publishing Group, Inc. |
| OK! USA (design)                   | 85976475           | 4132084             | USA     | 18-Jan-2011 | 24-Apr-2012       | 9,16,41     | Odyssey Magazine Publishing Group, Inc. |
| OK! WEEKLY (design)                | 78831087           | 3241733             | USA     | 07-Mar-2006 | 15-May-2007       | 16          | Odyssey Magazine Publishing Group, Inc. |
| REALITY WEEKLY                     | 85299029           | 4103324             | USA     | 19-Apr-2011 | 21-Feb-2012       | 16, 41      | American Media, Inc.                    |
| SHAPE                              | 75230630           | 2189909             | USA     | 24-Jan-1997 | 15-Sep-1998       | 42          | Weider Publications, LLC                |
| SHAPE                              | 73292633           | 1525562             | USA     | 12-Jan-1981 | 21-Feb-1989       | 16          | Weider Publications, LLC                |
| SHAPE                              | 73490231           | 1495154             | USA     | 16-Jul-1984 | 05-Jul-1988       | 25          | Weider Publications, LLC                |
| SHAPE (design)                     | 73440747           | 1498564             | USA     | 24-Aug-1983 | 02-Aug-1988       | 16          | Weider Publications, LLC                |
| SHAPE (design)                     | 76475872           | 2931313             | USA     | 17-Dec-2002 | 08-Mar-2005       | 9           | Weider Publications, LLC                |
| SHAPE pilates for pink             | 77365333           | 3491928             | USA     | 07-Jan-2008 | 26-Aug-2008       | 36          | Weider Publications, LLC                |
| SHAPE pilates for pink [stylized]  | 77367844           | 3491940             | USA     | 09-Jan-2008 | 26-Aug-2008       | 36          | Weider Publications, LLC                |
| SHEELA WOOD'S                      | 74730403           | 2045528             | USA     | 18-Sep-1995 | 18-Mar-1997       | 16          | American Media, Inc.                    |
| Soap Opera Digest                  | 73637033           | 1491072             | USA     | 23-Dec-1986 | 07-Jun-1988       | 16          | AMI Celebrity Publications, LLC         |
| Soap Opera Weekly                  | 75270729           | 2398877             | USA     | 08-Apr-1997 | 31-Oct-2000       | 16          | AMI Celebrity Publications, LLC         |
| STAR                               | 75116088           | 2751537             | USA     | 07-Jun-1996 | 19-Aug-2003       | 41          | American Media, Inc.                    |

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| Registered Trademark      | Application Number | Registration Number | Country | File Date   | Registration Date | Int'l Class | Owner                |
|---------------------------|--------------------|---------------------|---------|-------------|-------------------|-------------|----------------------|
| STAR                      | 73182128           | 1224966             | USA     | 04-Aug-1978 | 25-Jan-1983       | 16          | American Media, Inc. |
| STAR                      | 85643193           | 4279274             | USA     | 05-Jun-2012 | 22-Jan-13         | 16          | American Media, Inc. |
| STAR PEOPLE               | 75430247           | 2484118             | USA     | 06-Feb-1998 | 04-Sep-2001       | 16          | American Media, Inc. |
| SUN                       | 75160019           | 2199246             | USA     | 03-Sep-1996 | 27-Oct-1998       | 16          | American Media, Inc. |
| YOU ATE IT?<br>NEGATE IT! | 77752196           | 4257952             | USA     | 04-Jun-2009 | 11-Dec-2012       | 16, 41      | American Media, Inc. |

Pending Trademarks:

| Pending TM                     | Status    | App. No. | Country                  | Int'l Class      | File Date   |
|--------------------------------|-----------|----------|--------------------------|------------------|-------------|
| COUNTRY WEEKLY                 | Published | 85236406 | United States of America | 41 Int.          | 08-Feb-2011 |
| COUNTRY WEEKLY                 | Published | 85977542 | United States of America | 41 Int.          | 08-Feb-2011 |
| FIT PREGNANCY                  | Published | 85236585 | United States of America | 05 Int.          | 08-Feb-2011 |
| JACKED IN A BOX                | Published | 85841222 | United States of America | 35 Int.          | 05-Feb-2013 |
| MEN'S FITNESS                  | Published | 85236428 | United States of America | 05 Int.          | 08-Feb-2011 |
| MEN'S FITNESS                  | Pending   | 85915558 | United States of America | 16 Int.          | 26-Apr-2013 |
| MUSCLE & FITNESS               | Published | 85236589 | United States of America | 05 Int.          | 08-Feb-2011 |
| MUSCLE & FITNESS<br>(Stylized) | Published | 85320082 | United States of America | 05 Int.          | 13-May-2011 |
| SHAPE (design)                 | Pending   | 85042777 | United States of America | 41 Int.          | 19-May-2010 |
| SHAPE (design)                 | Published | 85450819 | United States of America | 05 Int.          | 19-Oct-2011 |
| THE NEW MEASURE<br>OF SUCCESS  | Published | 85916218 | United States of America | 16 Int., 41 Int. | 26-Apr-2013 |

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